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LAVINE, J., concurring. I agree that the judgment of the trial court should be affirmed. With regard to motions for summary judgment, “[t]he judgment sought shall be rendered forthwith if the pleadings, affidavits and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” Practice Book § 17-49.

Whether the action by the plaintiff, Andrea Meyers, sounds in contract or tort does not affect the outcome of this case. In its ruling on the plaintiff’s motion for reconsideration, the court stated, “[a]s noted in the [a]ffidavit of the plaintiff dated July 20, 2009 . . . the plaintiff was aware prior to the December 14, 1999 settlement that [Diane] Thibodeau had been joined with her as a plaintiff over her objection, and she had to settle for less money even though her case was stronger than that of Ms. Thibodeau. She admits that she was fully aware of the conflict of interest by the defendants who later withdrew as her attorneys because of the conflict. This conflict was both legal malpractice and breach of the contract she had with the defendants. As for the injury she sustained as a result, in the transcript of the hearing before [Judge Peck, she] acknowledged the settlement was ‘of all of plaintiffs’ claims, INCLUDING THEIR OUTSTANDING WORKERS’ COMPENSATION CLAIMS.’ . . . As explained in her affidavit, she did not want to give up this claim and did not want to settle for the overall sum of \$110,000.00 of which she was to get [one-third]. These and other injuries she asserts were caused by the conflict of interest. There is no factual dispute because all of this are admissions by the plaintiff herself in her affidavit. Because this case was not brought until 2006, the [three] year tort and the [six] year contract breach statutes of limitations [apply]. As for the plaintiff’s estoppel claim, it is rejected because the plaintiff was fully aware of the claims on December 14, 1999, regardless of whether she had all documents from the defendants.” (Emphasis in original.) On the basis of my review of the record, I agree with the court and would affirm the summary judgment.